



Lindsey M. Stepp
Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 457, Concord, NH 03302-0457
Telephone 603-230-5005
www.revenue.nh.gov



Carolynn J. Lear
Assistant Commissioner

June 4, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Revenue Administration (DRA) to enter into a contract with Cambay Consulting, LLC (Vendor #312690), Katy, TX for temporary data entry services in the amount of \$70,000.00, with the option to renew for two, one-year periods, effective upon Governor and Council approval through June 30, 2021. **100% General Funds**

Funding is available in the following account:

01-84-84-840510-1080 Document Processing, Department of Revenue Administration

103-502664 Contracts for OP Services	FY 2021	\$70,000.00
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EXPLANATION

DRA seeks qualified Data Entry Specialists to validate and, when necessary, key tax related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success. DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data. (See Attachment A CAMBAY Response - Bid# RFB DRA 2020-01 Proposal to Provide Data Entry Services)

A Request for Bid (RFB) (RFB #2020-01) was issued and advertised on the State Purchasing website. Three companies responded to this RFB. The bid evaluation team members included: Carolynn Lear, DRA Assistant Commissioner, Debra Bourbeau, Taxpayer Services Director, and Roger Marchand, Project Manager.

This team was assembled based upon each having an area of expertise in documents processing, contracts and employment law, and operational needs of the business. Cambay Consulting, LLC Company, was chosen over the other responding agencies. (see Attachment B RFB 2020-01 Respondent List for Tax Payer Services Temp

TDD Access: Relay NH 1-800-735-2964

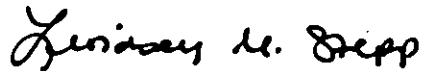
Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

Services)

The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between Cambay Consulting, LLC and DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract shall not exceed a period of more than two (2) years. Source of funds: 100% general funds

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Lindsey M. Stepp". The signature is written in a cursive, flowing style.

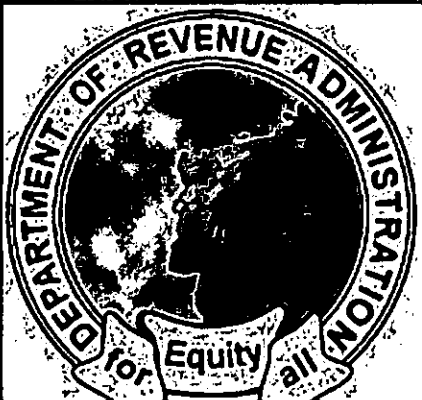
Lindsey M. Stepp
Commissioner of Revenue Administration

Request For Bid

Bid#RFB DRA 2020-01

DATA ENTRY SERVICES

Submitted to:



State of New Hampshire Department of Revenue Administration

Debra Bourbeau, Director, Taxpayer Services

Ph.: (603)-230-5912

Email: DRA-PMO@dra.nh.gov

Submitted by:



Canbay
Consulting, LLC

Mohsin Shaikh

Sr. Manager - Business Development

Ph.: 430-240-9800

Email: grfp@canbaycs.com

BID Submission Deadline Date and Time: April 22, 2020 @ 1:30 PM

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COVER LETTER

To,
Debra Bourbeau,
Director, Taxpayer Services
State of New Hampshire Department of Revenue Administration

"Bid# RFB DRA 2020-01 Data Entry Services"

Cambay is pleased to provide a response to Bid# RFB DRA 2020-01 Data Entry Services. Cambay is a long-time player in the field of Contingent Staffing having more than 7 years of experience. We have a client centric model which ensures a 100% client satisfaction for their IT & Non-IT Professional needs. We help our clients with high quality professionals to meet talent needs through staff augmentation (contract staffing, contract-to-hire, and permanent staffing) and project development.

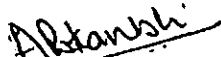
We are a minority Owned and Certified E-verify Business with technology partners like Microsoft, VMWare, Citrix, Checkpoint etc. With corporate headquarters in Katy, TX, Cambay Consulting offers you the convenience and security of working with a reliable U.S. corporation plus all the benefits of a highly affordable and experienced staff augmentation firm. We provide high quality candidates as required by the client be it a Salesforce Administrator or a top notch .Net Developer we provide our esteemed services as per the client's need. Cambay Consulting can meet your needs quickly and affordably. Cambay affirms that we have adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance to the scope of services herein.

Below mentioned are the details regarding Cambay's point of contact:

Company Name	:	Cambay Consulting LLC.
Head Office Address	:	1838 Snake River Road, Suite A, Katy, TX 77449-7754
FEIN	:	46-1124952
President	:	Zafar Shaikh
Point of Contact	:	Mohsin Shaikh
Title	:	Sr. Manager - Business Development
Telephone	:	430-240-9800
Fax	:	832-610-3443
E-mail	:	grfp@cambaycs.com
Website	:	www.cambaycs.com

Cambay Consulting would be delighted to offer services to the NH Department of Revenue Administration if awarded with the RFP.

Sincerely,


Anita Kambli
HR Assistant
grfp@cambaycs.com

STATE OF NEW HAMPSHIRE BID PROPOSAL TRANSMITTAL LETTER

State of New Hampshire Department of Revenue Administration:

Bid#RFB DRA 2020-01

STATE OF NEW HAMPSHIRE BID PROPOSAL TRANSMITTAL LETTER

 Date: 4/16/2020

 Company Name: CAMBAY CONSULTING LLC

Address:

1838 Snake River Road, Suite A,
Katy, TX 77449-7754

 To: Point of Contact: Debra Bourbeau
 Telephone: (603)-230-5912
 Email: DRA-PMO@dra.nh.gov

RE: Department of Revenue Administration Request for Bid Proposal for Data Entry Services

BID Submission Deadline Date and Time: April 22, 2020 @ 1:30 PM

BID Proposal Opening Date and Time: April 23, 2020 @ 10:00 AM (109 Pleasant Street Concord NH- Training Room)

Dear Debra Bourbeau:

(Insert name of signor) Anita Kambl, on behalf of Cambay Consulting LLC (insert name of entity submitting bid collectively referred to as "Vendor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to Bid#DRA2020-01 for Data Entry Services Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Proposal.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

Authorized Signor's Signature

 Authorized Signor's Title HR Executive

NOTARY PUBLIC/JUSTICE OF THE PEACE

 COUNTY: Harris

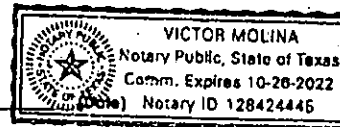
 STATE: TX

 ZIP: 77449

On the 20 day of April, 2020, personally appeared before me, the above named Anita Kambl, in his/her capacity as authorized representative of Cambay Consulting LLC known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness whereof, I have set my hand and official seal.

(Notary Public/Justice of the Peace)

 My commission expires: 10/26/2022


Form P37-A

RFB: DRA2020-01 for a CONTRACT(S) TO PROVIDE DATA ENTRY SERVICES Page 1 of 8



BID OFFER SHEET

State of New Hampshire Department of Revenue Administration:

Bid#RFB DRA 2020-01

Attachments:
BID OFFER SHEET

Instructions: Bidders are directed to fill in each element of the pricing information, including hourly rate lines for each position listed in the Offer Section Below and the Total Hourly Team Rate which is calculated as the sum of the hourly rates for each position. Bidders must further complete the Vendor Information Section.

In order to be considered for award, this bid must be signed and notarized on the front cover sheet in the space provided.

The lowest bid will be determined based on the lowest hourly team rate as listed on the offer sheet. The resulting contract will include hourly rates offered by the successful bidder with a not to exceed price set by the State.

PRICING/OFFER

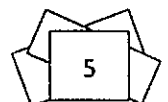
Vendor hereby offers to sell the services required under this RFB to the State of New Hampshire at the following hourly price(s):

POSITION	HOURLY RATE (\$USD)
Data Entry Lead	\$ 19.95/per hour
Data Specialist #1	\$ 17.13/per hour
Data Specialist #2	\$ 17.13/per hour
Data Specialist #3	\$ 17.13/per hour
Data Specialist #4	\$ 17.13/per hour
Data Specialist #5	\$ 17.13/per hour
Data Specialist #6	\$ 17.13/per hour
<u>TOTAL HOURLY TEAM RATE</u> <u>(Sum of all hourly rates listed above)</u>	\$ 122.73/per hour

VENDOR INFORMATION

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Mohsin Shaikh	430-240-9800
Contact Person	Telephone Number
832-610-3443	grfp@cambaycs.com
Fax Number	E-mail Address
Cambay Consulting LLC	05-929-8904
Vendor Company Name	DUNS #
1838 Snake River Road, Suite A, Katy, TX 77449-7754	
Vendor Address	



PROJECT REQUIREMENTS

3. PROJECT REQUIREMENTS

Bidders must fill out the requirements table listed below. Only vendors who meet the mandatory requirements or meet the requirements with modifications acceptable to the State, will be considered for award.

Key	
M/O	Y/M/N
M = Mandatory Requirement	Y = Yes, our Quote complies
O = Optional Requirement	M = Yes, our Quote complies (with some modifications)
	N = our Quote does not comply

	BUSINESS REQUIREMENTS	M/O	Y/M/N	VENDOR COMMENTS
B-1	Vendor staff must have knowledge of Fairfax data processing equipment and its operation, as well as experience with Fairfax Quick Key Data entry tool	M	Y	Cambay complies with this requirement.
B-2	Vendor staff shall be able to follow simple and complex oral and written instructions, and maintains data entry requirements by following data program techniques and procedures	M	Y	Cambay complies with this requirement.
B-3	Vendor staff shall be able to perform data entry using Fairfax's Quick Key Tool	M	Y	Cambay complies with this requirement.
B-4	Vendor staff shall be able to communicate effectively, both orally and in writing	M	Y	Cambay complies with this requirement.
B-5	Vendor staff shall be able to maintain a professional and harmonious relationship with associates	M	Y	Cambay complies with this requirement.
B-6	Vendor staff must be able to accurately enter account data by reviewing, correcting, deleting, or reentering data from within the Fairfax Quick Tool	M	Y	Cambay complies with this requirement.
	GENERAL REQUIREMENTS			
G-1	The Contract shall begin upon receipt of notification from the State of New Hampshire regarding G&C approval and shall extend no later than June 30, 2021.	M	Y	Cambay complies with this requirement.
G-2	Vendor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Vendor and Data Entry Lead may participate by phone.	M	Y	Cambay complies with this requirement.
G-3	Prior to the initial kick-off meeting, Vendor shall provide resumes to the Point of Contact for DRA. Resumes shall include: candidate's educational background; overview of candidate's work history; at least two references, with contact information that can address the	M	Y	Cambay complies with this requirement.

State of New Hampshire Department of Revenue Administration:

Bid#RFB DRA 2020-01

	candidate's performance on past projects; and Fairfax Quick Key experience			
G-4	Vendor personnel shall begin working onsite on July 1, 2020 (pending G&C approval)	M	Y	Cambay complies with this requirement.
G-5	If necessary, Vendor shall participate in status reviews weekly to discuss the status of the work effort and staff performance.	M	Y	Cambay complies with this requirement.
G-6	At all times during the term of the Contract six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.	M	Y	Cambay complies with this requirement.
	SECURITY REQUIREMENTS			
S-1	Contracted employees must execute a Vendor Confidentiality Agreement	M	Y	Cambay complies with this requirement.
S-2	Vendor staff shall not have been convicted of a felony.	M	Y	Cambay complies with this requirement.
S-3	Contracted individuals must submit to a background check performed by the end using agency.	M	Y	Cambay complies with this requirement.
S-4	Contracted Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.	M	Y	Cambay complies with this requirement.
S-5	Vendor's personnel shall be allowed only in areas where work is being performed.	M	Y	Cambay complies with this requirement.
S-6	Vendor's personnel shall observe all regulations or special restrictions in effect at the NH DRA.	M	Y	Cambay complies with this requirement.

ACKNOWLEDGEMENT OF ADDENDUM

Request for Bid: #RFB DRA 2020-01
Title: Bid Proposal for Data Entry Services
Bid Questions and Answers – 4-16-2020

1. After reviewing the scope of work, we as a service provider are very curious why you're not hiring employees directly as data entry operators for this project. From what I understand you are looking for an outsourced solution for data entry services but the work must be done in house. I am confused because from a financial standpoint it would be much more cost-effective to allow service providers to do the work in their own facilities or for the state to hire and train employees without a third party getting involved. Was this project spec'd for a specific company? I'm just trying to understand the rationale?
 - a. During peak tax season times, we bring in additional resources to assist with data entry and processing of tax returns.
2. Can the work be performed remotely from a secure US based location already performing tax work?
 - a. All Work must be performed onsite by the vendors staff as defined in the RFB DRA 2020-01 Section 3 Project Requirement, G-4 General Requirements.
3. Please advise, if we need to provide all the 7 resumes (Data Entry Lead Data entry & Supervisory skills One (1) & Data Entry Specialists Data entry skills Six (6)) together during the time of proposal submission?
 - a. Resumes are not required for the bid submission however if you are the winning bidder you will need to provide them to the agency point of contact prior to the kickoff meeting. This is described in the Project Requirements Section 3 of the RFB please see G-3. Please read all the RFB instructions for submissions to be qualified as a valid bidder.
4. After going through section G-3 only we had this question, because if we read G-2 it is mentioned that "Vendor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Vendor and Data Entry Lead may participate by phone." Does it mean that we need to provide only Data entry lead resume only in the submissions to be qualified as a valid bidder?
 - a. The Initial kickoff meeting will not take place until a winning bidder is selected. Resumes are not required for the bid submission, however if you are the winning bidder you will need to provide them to the agency point of contact prior to the kickoff meeting and your Vendor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. This is described in the Project Requirements Section 3 of the RFB please see G-2 and G-3. Please read all the RFB instructions for submissions to be qualified as a valid bidder.
5. Please advise if Notary is to be done once the contract has been awarded or during the time of bid submission itself.
 - a. The RFB Submission will require a Notary and the Contract will also require a Notary. Please read all the RFB instructions for submissions to be qualified as a valid bidder.
6. Please provide us with the weightage for each item under Evaluation criteria?
 - a. Equal Weightage
7. There is no budget provided in the tender document. Is there any budget allocated for this RFP? Please provide an approximate budget cap for the project.
 - a. No Published Budget

Request for Bid: #RFB DRA 2020-01
Title: Bid Proposal for Data Entry Services
Bid Questions and Answers – 4-16-2020

8. We have a registered office in the US & have an offshore development center in India. The project will be signed with our US entity and the tasks will be done out of ODC, India. We have sales and account managers in the US to manage the offshore team & deliver the project. Please confirm whether we can bid for this RFP.
- a. All Work must be performed onsite by the vendor's staff as defined in the RFB DRA 2020-01 Section 3 Project Requirement, G-4 General Requirements.
9. We understand that due to highly confidential information of the forms, the work has to be performed at your office. We have all standard Information Security policies and procedures in place, can we do this work offsite? Could you please clarify?
- a. All Work must be performed onsite by the vendor's staff as defined in the RFB DRA 2020-01 Section 3 Project Requirement, G-4 General Requirements.

RFB 2020-01 Respondent and Bid Winner List for Tax Payer Services - Temp Services RFB
 Proposal Opening Date and Time Thursday, April 23, 2020 @10:00AM

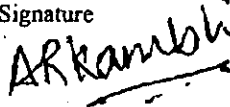
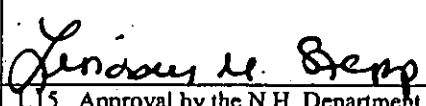
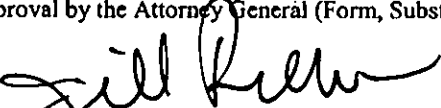
Company Name	Address	Contact Information (Name - e-mail - Phone)	Winning Bidder	Team Lead \$/Hr	6 Temp Specialist \$'s/Hr	Average Total \$/hr Charged
Cambay	1838 Snake River Road, Suite A Katy TX 77449-7754	Mohsin Shaikh, grfp@cambaycs.com (430) 240-9880	Winning Bidder	\$ 19.95	\$ 17.13	\$17.53
Accountemps	1155 Elm Street, 7th Floor Manchester, NH 03101	Barry Roy, barry.roy@roberthalf.com (603)641-9400	Second	\$ 22.98	\$ 21.75	\$21.93
TDEC	8001 Wisconsin Avenue, Suite 200 Bethesda MD 20814	John DuFour, jdufour@tdec.com (603) 7180703 x308	Disqualified	\$ 27.50	\$ 25.00	\$25.36

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, PO Box 457, Concord NH 03302-0457	
1.3 Contractor Name Cambay Consulting, LLC		1.4 Contractor Address Cambay Consulting, LLC, 1838 Snake River Road, Suite A, Katy, TX 77449-7754	
1.5 Contractor Phone Number Tel: 430-240-9800	1.6 Account Number 01-84-84-840510-1080	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$70,000
1.9 Contracting Officer for State Agency Debra A. Bourbeau Director, Taxpayer Services		1.10 State Agency Telephone Number 603-230-5912	
1.11 Contractor Signature  05/13/2020		1.12 Name and Title of Contractor Signatory TBD Anita Kambli - HR Assistant	
1.13 State Agency Signature  Date: 5/15/2020		1.14 Name and Title of State Agency Signatory Lindsey M. Stepp, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT A-SPECIAL PROVISIONS

1. All services performed under this Contract shall be performed between the hours of 8:00 am and 4:00 pm. Any requests for limited deviations in work hours shall be pre-approved by DRA's Point of Contact. The DRA Point of Contact requires two-day advance knowledge of said need to temporarily vary work schedule to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
2. Contractor shall ensure that all personnel shall be in appropriate business attire, which shall be neat and clean in appearance with a DRA badge identification that is visible at all times.
3. While on State property, Contractor's staff shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State for any purpose.
4. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service caused by Contractor's negligence or willful misconduct will be repaired at Contractor's own expense.
5. Contractor's employees shall have knowledge of data processing equipment, preferably of working within imaging systems.
6. Contractor's employees shall be able to follow simple and complex oral and written instructions, and maintain data entry requirements by following data program techniques and procedures.
7. Contractor's employees shall be able to perform data entry for the major portion of a work day.
8. Contractor's employees shall be able to communicate effectively, both orally and in writing.
9. Contractor's employees shall be able to maintain a professional and harmonious relationship with associates.
10. Contractor's employees must be able to accurately enter account data by reviewing, correcting, deleting, or re-entering data.
11. Contractor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Contractor and Data Entry Lead may participate by phone.
12. Prior to the initial kick-off meeting, Contractor shall provide resumes to the Point of Contact for DRA. Resumes shall include: candidate's educational background; overview of candidate's work history; at least two references, with contact information that can address the candidate's performance on past projects.
13. All Contractor Staff Requirements listed in Exhibit C shall be ready, willing, and able to work for up to twenty (20) weeks from contract start date.

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14. If necessary, Contractor shall participate in status reviews weekly to discuss the status of the work effort and employee performance.
15. At all times during the term of the Contract six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.
16. Contractor's employees must execute a Contractor Confidentiality Agreement to be provided by DRA.
17. Contractor's employees must submit to a background check performed by DRA.
18. Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.
19. Contractor's employees shall be allowed only in areas where work is being performed.
20. Contractor's employees shall observe all regulations or special restrictions in effect at DRA.
21. State shall supervise Contractor's employees providing services to State. State shall not permit or require a temporary employee (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents), (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to operate machinery (other than office machines) or automotive equipment or (vi) to perform services remotely (e.g., on premises other than State's or State's customer's premises), or (vii) to use computers, software or network equipment owned or licensed by the temporary employee. Since Contractor is not a professional accounting firm, State agrees that it will not permit or require Contractor's temporary employees (a) to render an opinion on behalf of Contractor or on State's behalf regarding financial statements, (b) to sign the name of Contractor on any document or (c) to sign their own names on financial statements or tax returns.
22. Contractor shall check references and determine qualification and skills only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first assignment.
23. The State shall have no obligations or responsibilities as an employer with respect to any of the Contractor's employees. Contractor agrees to indemnify and hold harmless the State for any such claims made by the employee or any other person or entity.
24. Contractor shall not be prohibited from hiring or representing employees of the State who come to Contractor through indirect means.
25. State and Federal Policy Compliance: In performing its obligations under this Agreement, the Contractor agrees and acknowledges that it must comply with the policies and procedures governing access to and disclosure of confidential information and federal tax information as such are provided in Exhibits D, E, and F or other applicable law.

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CONTRACTUAL SERVICES DOCUMENT - DATA ENTRY SERVICES

EXHIBIT B - Scope and Statement of Work

Provide Temporary Services-Data entry for the State of NH Department of Revenue Administration

Introduction

DRA seeks qualified temporary Data Entry Specialists to validate and, when necessary, key tax-related form data. Documents have been scanned, with Images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success.

DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax related form data.

Contract Documents

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a) State of New Hampshire Terms and Conditions, General Provisions Form P-37, including
 - a. EXHIBIT A Special Provisions;
 - b. EXHIBIT B Scope of Services;
 - c. EXHIBIT C Payment Terms;
 - d. EXHIBIT D State Confidential Information
 - e. EXHIBIT E Dep't of Revenue Administration Policy NO. 16-007 Contractor Disclosures of Taxpayer and Department Information
 - f. EXHIBIT F Federal Tax Information; and
- b) Certificate of Good Standing
- c) Certificate of Vote
- d) Certificate of Liability Insurance
- e) Certificate of Workman's Compensation Insurance
- f) Form W9 - Request for Taxpayer Identification Number and Certification
- g) Attachment A - CAMBAY Response - Bid# RFB DRA 2020-01 Proposal to Provide Data Entry Services
- h) Attachment B - RFB 2020-01 Respondent List for Tax Payer Services Temp Services

Contractor Staff Requirement

The Contractor shall provide full-time personnel with the qualifications listed in the table and for this engagement:

Staff Title	Skills & Qualifications	Quantity
Data Entry Lead	Data entry & Supervisory skills	One (1)
Data Entry Specialists	Data entry skills	Six (6)

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Scope of Work

Contractor shall provide the Data Entry Specialists who shall consist of qualified persons familiar with the products and equipment they shall use. Data Entry Specialists shall have knowledge of, and ability to, maintain confidentiality requirements. Data Entry Specialists' work will be spot checked for errors and are expected to maintain an acceptable accuracy rate. Data Entry Specialists who fail to meet an acceptable accuracy rate will be asked to be replaced at DRA's discretion.

Contractor shall provide a Data Entry Lead familiar with performing supervisory level work, including but not limited to possessing the following skills: strong communication skills; ability to provide daily/weekly updates on status of work efforts to DRA's Point of Contact; ability to supervise work effort and time management of multiple data entry specialists; ability to perform data entry/validation work; knowledge of, and ability to, maintain confidentiality requirements. DRA's Point of Contact will communicate through the Data Entry Lead the need to dismiss from the work such Data Entry Specialists that are deemed incompetent, careless, insubordinate, otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interests of security.

Due to the highly confidential nature of the tax information contained on the forms and within the DRA systems, this work will be performed at 109 Pleasant Street in Concord, NH, and individuals assigned will need to submit to a criminal background check by completing a Criminal Record Release Authorization Form, as well as execute a Contractor Confidentiality Agreement.

The Data Entry Specialists shall validate and, when necessary, key tax-related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success.

The Data Entry Lead shall provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data.

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The term of the contract shall commence upon the date of Governor and Executive Council approval of the contract and expire on the completion date of June 30, 2021.

Data Entry Specialists and the Data Entry Lead will be provided with up to one day of hands-on training by DRA employees. The training period is included within the contract time frame.

Contractor Staff shall remain employees of the Contractor. DRA shall have no obligations or liabilities as an employer with respect to the Contractor employees.

The Contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract extensions shall not exceed a period of more than two (2) one-year periods.

Contract Points Of Contact:

Contract Manager: Padma Dubey, Account Manager Cambay Consulting, LLC 1838 Snake River Road, Suite A Katy, TX 77449-7754 Tel: 610-285-9127 NH-DRA@cambaycs.com	State Point of Contact: Debra Bourbeau, Director NH Department of Revenue Administration 109 Pleasant Street, PO Box 637 Concord, NH 03301 Tel: 603-230-5025 Debra.Bourbeau@dra.nh.gov
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EXHIBIT C - COSTS

The NH Department of Revenue Administration will be billed bi-weekly for Contractor services provided. The invoices will be based on the number of hours worked.

DRA shall have no obligation to pay any other costs relating to the services other than the Contract Price, including without limitation, wages, benefits, taxes, workers compensation, unemployment compensation, with respect to any of Contractor's employees who at all times shall be employees for all purposes of the Contractor.

The Contractor employees will fill out time sheets for hours worked each week. The hours logged will be verified and approved by the Data Entry Lead and DRA. DRA will be invoiced by the Contractor bi-weekly for the services provided, which invoices will be based on the number of hours worked.

The approved time sheets will be sent to the Contractor, who will then invoice the Department of Revenue Administration, Attn: Deb Bourbeau, 109 Pleasant Street, PO Box 637, Concord, NH 03301.

Payment terms are Net 30 days.

Budget for this contract not to exceed \$70,000.00 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, the Contractor shall have no obligation to continue performance of the services once the Not-to-Exceed Amount has been attained.

<u>Service</u>	<u>Rate</u>
Data Entry Specialist	\$17.13/hr
Data Entry Lead	\$19.95/hr

Checks will be payable to:
Cambay Consulting, LLC
1838 Snake River Road, Suite A
Katy, TX 77449-7754

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EXHIBIT D State Confidential Information

The Contractor acknowledges that its performance of the Contract includes access to Confidential Information, including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of Confidential Information, including, but not limited to, RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A. The Contractor also acknowledges that its access to Confidential Information is subject to Exhibit E- Dep't of Revenue Administration Policy No. 16-007, "Contractor Disclosures of Taxpayer and Department Information," and Exhibit C- Special Provisions, which are incorporated herein by reference. The Contractor shall ensure that every employee or subcontractor with access to Confidential Information has read, understands, and has signed Dep't of Revenue Administration Policy No. 16-007, "Contractor Disclosures of Taxpayer and Department Information," and shall provide copies of the signed document upon request of the State.

The Contractor agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use Confidential Information except for the purpose of performing its obligations under the Contract, and shall not disclose Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall immediately notify the State upon request for any Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

The Contractor shall implement, maintain, and use safeguards to protect Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree the Contractor protects its own confidential information. The Contractor shall carefully restrict access to Confidential Information to the Contractor's Project Team, and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing the Contractor's obligations under the Contract, and from disclosing Confidential Information. It is unlawful for any officer or employee of the Contractor willfully to disclose Confidential Information to any person. Any violation of RSA 21-J:14 or Internal Revenue Code Sections 7213 or 7213A is punishable upon conviction by a fine or imprisonment or both.

In the event of any unauthorized use or disclosure of Confidential Information, the Contractor shall immediately (which in no case shall be more than one (1) business day) notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with Exhibit E - Dep't of Revenue Administration Policy No. 16-007, "Contractor Disclosures of Taxpayer and Department Information," which is incorporated herein by reference. Any such offense is an Event of Default. The Contractor's failure to immediately notify

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the State both orally and in writing of any unauthorized use or disclosure of Confidential Information is also an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an Event of Default, the State may immediately treat the Contract as breached and pursue any remedies at law or in equity or both.

If any provision of this Section conflicts with any provision of the Agreement, the provision of this Section shall govern.

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EXHIBIT E – STATE POLICY NO. 16-007

Contractor Disclosures of
Taxpayer and Department Information

NOTE: This Policy and Procedure is intended for the use of the Department of Revenue Administration and its contractors and vendors and is not intended to establish any higher standard of care in any civil or criminal court proceeding or action than is otherwise provided by applicable state or federal law.

I. PURPOSE

The purpose of this Policy and Procedure is to set forth the policy for required contractor contract terms relevant to the disclosure of taxpayer and Department of Revenue Administration (DRA) information, the procedure for a contractor to report disclosures of taxpayer or DRA information, and the investigatory procedure when a contractor disclosure incident is reported.

This Policy on Contractor Disclosure of Taxpayer and DRA Information ("Policy") shall be read in a manner that is consistent with state and federal law, including RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A, as well as state administrative rules governing both the confidentiality of taxpayer information and procurement, and all relevant contracts including contracts for the exchange of information with the federal government and other states. In instances where this policy conflicts with the aforementioned authorities, those authorities shall govern.

For purposes of this Policy, the term "contractor" shall mean any individual or organization, including employees and subcontractors that the DRA contracts with for the provision of goods or services that does or may have access to any DRA information, including taxpayer records, files, returns, or return information. The term shall include any employee of a temporary employment or staffing agency assigned to work at the DRA.

II. POLICY

Any DRA information, including taxpayer records, files, returns, or return information contained in the records of the DRA or the contractor, or developed by the contractor through its activities on behalf of the DRA, is confidential and privileged pursuant to RSA 21-J:14, even in instances where identical information is public information in another individual's or organization's records. The use of such confidential information for purposes other than for tax administration on behalf of the DRA is a violation of New Hampshire RSA 21-J:14 and, when federal tax information is involved, United States Internal Revenue Code (IRC) Sections 7213 and 7213A. A willful violation of RSA 21-J:14 constitutes a class A misdemeanor, punishable in accordance with RSA 626:2. A willful violation of IRC Sections 7213 and 7214A may constitute up to a felony.

An impermissible disclosure includes, but is not limited to: (1) disclosing taxpayer

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information or DRA records or files to an individual or entity not authorized to receive it under RSA 21-J:14; (2) accessing taxpayer information or DRA records or files that exceeds what is necessary for the contractor to perform the services the contractor has been contracted to provide the DRA (each contractor employee shall access only that information that is necessary to perform that employee's individual job duties); (3) comingling taxpayer information or DRA records or files with any other files or records of the contractor; and (4) misusing, abusing, losing, or damaging the DRA's records or information, including the failure to safeguard records, files, returns, or return information contained in the records of the contractor, or developed by the contractor.

The severity of an impermissible disclosure will depend upon the extent to which the disclosure may compromise the DRA's proprietary information, the extent and type of information lost or destroyed, whether the impermissible disclosure was made for personal gain, the extent to which the loss of information impacts the DRA, the extent of the risk of identity theft, the failure to encrypt or protect passwords, the failure to cooperate in the investigation, the failure to report any known or suspected impermissible disclosure, and the number of previous impermissible disclosures by the contractor.

It is the policy of the DRA that contracts include provisions addressing the contractor's obligations with respect to taxpayer and DRA information as outlined below. It is also the policy of the DRA that impermissible contractor disclosures of taxpayer or DRA information are to be reported and investigated in accordance with the procedures below.

III. PROCEDURES

A. REPORTING DISCLOSURE INCIDENTS

1. When a contractor knows or suspects that an impermissible disclosure has been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:
 - a. The contractor shall immediately report the incident to the DRA.
 - b. The DRA employee that receives the report shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the contractor.
2. When a DRA employee receives notification or other information from anyone other than the contractor indicating that an impermissible disclosure has or may have been made by the contractor or one of the contractor's employees or subcontractors, the following procedure shall govern:
 - a. The DRA employee that receives the notification or other information indicating that an impermissible disclosure has or may have occurred shall immediately notify the Assistant Commissioner of the incident and all facts and documentary evidence provided by the person reporting the incident.

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- b. The Assistant Commissioner shall immediately notify the contractor that a potential disclosure incident has been reported and that an investigation shall be conducted.

B. INVESTIGATING REPORTED INCIDENTS

When the Assistant Commissioner's Office receives a report of an incident, the following procedure shall govern:

1. The Assistant Commissioner shall review the information and documents provided by the reporting party and request that the Internal Auditor conduct an investigation of the incident.
2. The Internal Auditor shall interview the contractor, any employee or subcontractor of the contractor, and any other individual believed to have information relating to the incident. The Internal Auditor shall request:
 - i. All documentation concerning the incident;
 - ii. The names of all employees or other individuals believed to have knowledge of the incident; and
 - iii. Any further information that the Internal Auditor deems necessary to evaluate the incident.
3. The Internal Auditor shall conduct any further research and interviews necessary to investigate the incident.
4. At the close of the investigation, the Internal Auditor shall complete and sign a Vendor Disclosure Investigation Report ("VDIR") and submit the completed VDIR to the Assistant Commissioner's office.
5. Upon receipt of the completed and signed VDIR from the Internal Auditor, the Assistant Commissioner shall review the VDIR and determine whether the VDIR contains enough information to determine whether the incident was an impermissible disclosure. If the VDIR requires further information, the Assistant Commissioner shall refer it back to the Internal Auditor with written instructions on the additional information required. The Internal Auditor shall file the requested additional information with the Assistant Commissioner upon obtaining the requested information.
6. Once the VDIR is complete, the Assistant Commissioner shall perform an analysis to determine whether an impermissible disclosure has occurred. If an impermissible disclosure has not occurred, the Assistant Commissioner shall so notify the contractor. If an impermissible disclosure has occurred, that finding shall be issued and referred to Revenue Counsel for consultation on the appropriate response.

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EXHIBIT F - FEDERAL TAX INFORMATION
CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format

2020 Contract for Data Entry Services

Contractor Initials AK
Date 05/13/2020

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shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5: Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;

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- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION.

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

State of New Hampshire

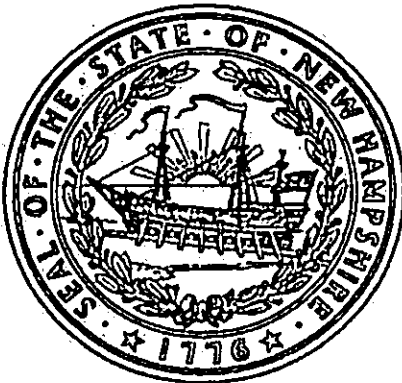
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAMBAY CONSULTING, LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on May 12, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 841983

Certificate Number: 0004913029



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Anita Kambli, hereby certify that I am a Partner, Member or Manager
(Name)
of Canbay Consulting, LLC a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)
a limited liability professional partnership under RSA 304-D, or a limited liability company
under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is
understood that the State of New Hampshire will rely on this certificate as evidence that the
person listed above currently occupies the position indicated and that they have full authority
to bind the partnership or LLC and that this authorization shall remain valid for thirty (30)
days from the date of this Corporate Resolution

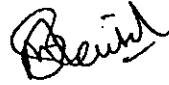
DATED: 04/24/2020

ATTEST: AKambli
Anita Kambli - HR Assistant
(Name & Title)

Certificate of Authorization

Be it resolved that I, Zafar Shaikh, president of Cambay Consulting, LLC, hereby certify that Anita Kambli, HR Director, is authorized to execute the agreement with the State of New Hampshire, for Data Entry Services, Bid No. RFB DRA 2020-01, and bind Cambay Consulting, LLC to said agreement.

Dated: June 2, 2020



Zafar Shaikh



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE: JAC. No. Ext.: (800) 688-7020 FAX (A/C. No.): 877-826-9067 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cambay Consulting LLC 1838 Snake River Rd Ste a, Katy, TX, 77449	INSURER A: Sentinel Insurance Company, Limited 11000	
	INSURER B: Beazley Insurance Company, Inc. 37540	
	INSURER C: Philadelphia Indemnity Insurance Company 18058	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	46SBAT06324	7/12/2019	7/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	46SBAT06324	7/12/2019	7/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Yes	46SBAT06324	7/12/2019	7/12/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Errors and Omissions)		V1F610190301	7/12/2019	7/12/2020	Occurrence/Aggregate \$5,000,000 / \$5,000,000
C	Fidelity Bond 3rd Party BKT		PHSD1467489	11/1/2019	11/1/2020	Each Occurrence \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of NH is named as Additional Insured as their interests may appear.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Revenue Administration 109 Pleasant Street, P.O. Box 457 Concord, NH 03302-0457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flor & Associates Insurance Agency 1005 E. YANDELL EL PASO, TX 79902		CONTACT NAME: Flor & Associates Insurance Agency PHONE (A/C, No. Ext.): (915) 996-9799 FAX (A/C, No.): (856) 514-3064 E-MAIL ADDRESS: flor@florinsurance.com	
El Paso	TX 79902	INSURER(S) AFFORDING COVERAGE	
INSURED CAMBAY CONSULTING, LLC 1838 SNAKE RIVER RD STE A KATY TX 77449		INSURER A: WESCO INSURANCE COMPANY	NAIC # 25011
		INSURER B: MILFORD CASUALTY INSURANCE COMPANY	28662
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A/B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WWC3441353/MWC990000A	11/01/2019 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS IN PLACE ON THE WORKERS COMPENSATION POLICY AND BLANKET ALTERNATE EMPLOYER ENDORSEMENT IS IN PLACE ON THE WORKERS COMPENSATION POLICY.

CERTIFICATE HOLDER:**CANCELLATION**

NH DEPARTMENT OF REVENUE ADMINISTRATION 109 PLEASANT STREET PO BOX 457 CONCORD NH 03302-0457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John G. Bellino</i>
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